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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/981,642	10/16/2001	Peter Melchior	4535/25	7016
26646	7590	01/02/2008		
KENYON & KENYON LLP ONE BROADWAY NEW YORK, NY 10004			EXAMINER SHRESTHA, BIJENDRA K	
			ART UNIT 3691	PAPER NUMBER
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

## Office Action Summary

Application No.

09/981,642

Applicant(s)

MELCHIOR ET AL.

Examiner

Bijendra K. Shrestha

Art Unit

3691

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --  
**Period for Reply**

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 03 October 2007.  
2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.  
3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 2, 10-13, 20 and 22-24 is/are pending in the application.  
4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.  
5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.  
6) ☒ Claim(s) 2, 10-13, 20 and 22-24 is/are rejected.  
7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.  
8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.  
10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).  
11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).  
a) ☐ All b) ☐ Some \* c) ☐ None of:  
1. ☐ Certified copies of the priority documents have been received.  
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.  
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)  
2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)  
3) ☒ Information Disclosure Statement(s) (PTO/SB/08)  
Paper No(s)/Mail Date 12/13/2007.  
4) ☐ Interview Summary (PTO-413)  
Paper No(s)/Mail Date. \_\_\_\_\_.  
5) ☐ Notice of Informal Patent Application  
6) ☐ Other: \_\_\_\_\_.

## **DETAILED ACTION**

Claims 1-27 are presented for examination. Applicant filed an amendment on 10/03/2007 amending claims 2, 10-12 and 24, and canceling claims 1, 3-9, 14-19, 21 and 25-27. After careful consideration of applicant's arguments and amendments, new grounds of rejections of claims necessitated by Applicant's amendment are established in the instant application as set forth in detail below. Applicant's arguments with respect to claims have been considered but are moot in view of the new ground(s) of rejection.

### ***Double Patenting Rejection***

Applicant is respectfully requested to submit terminal disclaimers for double patenting rejection of this application over copending applications 09/981,626, 09/981,645 and 09/981,637.

### ***Claim Rejections - 35 USC § 103***

1. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

2. Claims 2, 10-13, 20 and 22-24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cornelius et al. U.S. Patent No. 7,069,234 (reference A in attached

PTO-892) in view Harrell et al., U. S. Pub No. 2002/0156656 (reference B in attached PTO-892).

3. As per claim 2, Cornelius et al. teach a computerized system for facilitating transactions in goods, the system comprising:

means for allowing electronic procurement of a purchase order agreement between a seller and a buyer and relating to a transaction in one or more goods, and for electronically storing the purchase order agreement (see Figs 3- 10; where V-trade system provides means for e-procurement (302) and storage of purchase order agreements between a seller and a buyer);

means for receiving and storing electronic evidence that the seller has performed in connection with fulfilling the seller's obligations as defined by the purchase order agreement (see Fig. 23-25);

means for electronically providing an opportunity for at least one of the seller and the buyer to obtain, through the system, cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55),

wherein the cargo insurance provides coverage over a specified period of time and insures against a risk of loss in relation to the one or more goods occurring at any time during shipment of the one or more goods from the seller to the buyer ( Fig. 25; where insurance for shipping includes shipping information including date and products);

means for electronically evaluating whether the seller has complied with the seller's obligations as defined by the purchase order agreement (see Fig 31; Column 23, lines 15-31);

means for electronically providing a payment instruction if the seller has been evaluated to have complied with the seller's obligations as defined by the purchase order agreement (see Fig 18-20, steps 1808, 1812; where due diligence check is made prior to authorizing payment to seller by the Bank);

means for receiving and storing electronic evidence that the buyer has made one or more payments in connection with fulfilling buyer's obligations as defined by the purchase order agreement (see Fig. 19, step 5; where bank authorizes payment under buyer's VTrade line of credit via VTrade Enterprise and reconciles account with VTrade);

means for determining, based upon one or more shipping terms comprising one or more Inco shipping terms agreed to by the seller and the buyer and electronically stored by the system, which one of the seller and the buyer bears a majority of the risk of loss for at least one of a greater amount of shipping distance and a greater amount of shipping time (see Fig. 25, column 21, lines 16-40; where VTrade Combine Purchase Order Proforma Invoice determines buyer and seller obligations); and

Cornelius et al. further teach means for providing the cargo insurance based upon information electronically stored in the system and comprising at least one of a location to be shipped from, a location to be shipped to, a means of shipment, and a party responsible for purchasing of the one or more goods (see Fig. 71; column 33,

lines 30-34; where eMarket automatically provides risk management products (cargo Insurance) through Trade Direct based on information stored in the system).

Cornelius et al. do not teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance.

Harrell et al. teach means for automatically calculating a cargo insurance premium required to purchase cargo insurance (Harrell et al., paragraph [0001].

Therefore, it would be obvious to one of ordinary skill in the art at the time the invention was made to including means for automatically calculating a cargo insurance premium required to purchase cargo insurance of Cornelius et al. because Harrell et al. teach that incorporating above features would enable to make such system be made available at insurer website and other point of entry (Harrell et al., paragraph [0032]).

4. As per claims 10-13, Cornelius et al. in view of Harrell et al. teach claim 2 as described above. Cornelius et al. further teach the system comprising means for determining that wherein

an obligation to pay the insurance premium is must be shared between the seller and the buyer such that each of the seller and the buyer are obligated to pay a specified percentage determined by the system; the cargo insurance, if purchased, must be purchased together by the seller and the buyer through the system, and wherein such that the seller agrees to pay a first percentage of the premium required to obtain the cargo insurance and the buyer agrees to pay a second percentage of the premium; the first percentage and the second percentage wherein the first percentage and the second percentage are determined to correspond with a ratio of the seller's risk of loss

in relation to the one or more goods occurring during shipping and the buyer's risk of loss in relation to the one or more goods occurring during shipping; and the ratio is determined based upon one or more shipping terms agreed to by the seller and the buyer and electronically stored by the system (see Fig. 25; column 21, lines 16-40; where VTrade Combine Purchase Order Proforma Invoice determines buyer and seller obligations).

5. As per claims 20 and 22-23, Cornelius et al. in view of Harrell et al. teach claim 2 as described above. Cornelius et al. teach the system for electronically providing cargo insurance relating to the one or more goods to insure against risk of loss in connection with shipment of the one or more goods in accordance with the transaction (see Fig. 62, Risk Management (6204); column 30, lines 44-46; column 28, lines 36-55).

The Examiner notes, shipping options and terms, and details of cargo insurance are not functionally related to the substrate of the method. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability, see *Cf. In re Gulack*, 703 F.2d 1381 , 1385, 217 USPQ 401 , 404 (Fed. Cir. 1983)., *In re Lowry*, 32 F.3d 1579, 32 USPQ2d 1031 (Fed. Cir. 1994).

6. As per claim 24, Cornelius et al. in view of Harrell et al. teach claim 2 as described above. Cornelius et al. further teach the system wherein the cargo insurance is purchased by one of the seller and the buyer through the system, and wherein the cargo insurance is for the benefit of both the seller and the buyer (see Figs. 25 and 71).

### ***Response to Arguments***

7. Applicant's arguments with respect to claims have been considered but are moot in view of the new ground(s) of rejection.

Cited prior arts in combination teach means for automatically calculating premium for cargo insurance required for electronic procurement order between a seller and a buyer. Shipping and insurance terms and conditions are variable and can be included in the contract as agreed upon between corresponding parties. Shipping and insurance options and terms, and details of cargo insurance are not functionally related to the substrate of the method. Thus, this descriptive material will not distinguish the claimed invention from the prior art in terms of patentability.

### ***Conclusion***

8. The prior art made of record and not relied upon is considered pertinent to applicant's disclosures. The following are pertinent to current invention, though not relied upon:

Conklin et al. (U.S. Patent No. 6,141,653) teach system for interactive multivariate negotiations over a network.

Giovannoli (U.S. Patent No. 5,842,178) teaches computerized quotation system and method.

Huffman (U.S. Patent No. 5,870,711) teaches method and system for management of cargo claims.



Lerner (U.S. Pub No. 2002/0120555) teaches system and method for physicals commodity trading.

PR Newswire, New York, Aug. 8, 2000 teach CNA business customer uses secure connection to receive online quote for cargo insurance.

Wong (U.S. Patent No. 6,115,690) integrated business-to-business web commerce and business automation system.

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Bijendra K. Shrestha whose telephone number is

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(571)270-1374. The examiner can normally be reached on 7:00AM-4:30PM (Monday-Friday); 2nd Friday OFF.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Alexander Kalinowski can be reached on (571) 272-6771. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

BKS/3691



HANI M. KAZIMI  
PRIMARY EXAMINER